

**United States Bankruptcy Court
Eastern District of Pennsylvania**

In re:

Caron Nicole Guillory,

Debtor.

Case No. 23-10979-amc

Chapter 7

Disclosure of Compensation of Attorney for Debtor

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, debtor has agreed to pay \$2,459.00

Prior to the filing of this statement I have received \$1,900.00

Balance due \$559.00

2. Debtor was the source of the compensation paid to me.
3. Debtor is the source of compensation to be paid to me.
4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
 - a. Meeting and consulting with the debtor as needed prior to filing the case;
 - b. Analyzing the information from intake questionnaire and other documents;
 - c. Providing due diligence, legal analysis and legal advice in order to help the debtor make important legal choices and to comply with the bankruptcy code and rules;
 - d. Preparing and filing the Chapter 7 Voluntary Petition, Statement about Social Security Numbers, Pre-Filing Credit Counseling Certificate and List of Creditors to start the Chapter 7 case.
 - e. Preparing and filing the Statement of Financial Affairs and Schedules;
 - f. Preparing and filing the Means Test calculations and disclosures;
 - g. Conducting a second signing appointment for the debtor to review and sign statements and schedules;
 - h. Preparing for and attending the Section 341 Meeting of Creditors;

- i. Administrating and monitoring the case and communicating with the debtor throughout the process;
 - j. Forwarding the Trustee Questionnaire and debtor documents to the Trustee;
 - k. Noticing the debtor's employer to stop any garnishments;
 - l. Reviewing and responding to Trustee requests;
 - m. Reviewing and advising regarding any motions for stay relief;
 - n. Reviewing and advising any reaffirmation agreements or redemptions;
 - o. Reviewing and advising regarding any creditor violations; and
 - p. Any legal service required by the local rules.
6. By agreement with the debtor, the above-disclosed fee does not include the following services:
- a. Reviewing and advising regarding any turnover demands from the Trustee;
 - b. Attending any continued Section 341 Meeting of Creditors;
 - c. Reviewing and advising regarding any 2004 exams and attending related exam;
 - d. Reviewing and advising regarding any audit by the US Trustee;
 - e. Preparing and filing claims or objections to claims when appropriate;
 - f. Reviewing and advising regarding any lien avoidance matters;
 - g. Drafting and/or negotiating a reaffirmation agreement and attending any related hearing;
 - h. Preparing and filing any amendments to statements and schedules;
 - i. Preparing and filing a motion to reinstate the case;
 - j. Representing in any adversary proceedings, dischargeability actions and other contested bankruptcy matters;
 - k. Representing in any municipal, county, state or other local jurisdiction court matters;
 - l. Representing in any tax matter;
 - m. Representing in any efforts to discharge student loans; and
 - n. Pursuing creditors for violations of the automatic stay, discharge injunction or Fair Credit Reporting Act.

7. Debtor and I entered into two, separate fee agreements for pre-petition and post-petition work under guidelines established by the United States Trustee.¹
- a. The first, pre-petition fee agreement was signed prior to the filing of the petition for the preparation and filing of the bankruptcy petition, statement about social security number, creditor list and other documents required at the time of filing; and review, analysis and advisement of the typical matters that are required to be performed prior to filing by a bankruptcy attorney under the applicable bankruptcy and ethical rules. My fees paid under the first fee agreement (if any) are shown in Section 1 above as “Prior to the filing of this statement I have received”, and any fees earned but not paid for the pre-petition work were waived by me.
 - b. The second, post-petition fee agreement was signed after the petition was filed for post-petition work to be performed, including the preparation of schedules of assets and liabilities, and statement of financial affairs; preparation and filing of other required documents; representation at the first meeting of creditors; and other services outlined in the fee agreement. My fees owed by debtor under the second fee agreement for post-petition work are reflected in Section 1 above as the Balance Due. The second fee agreement allows the debtor to pay these post-petition fees and costs in installments following the bankruptcy filing.
8. I am taking payments directly from the Debtor post-petition.

Certification

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor in this bankruptcy proceeding.

Date: April 13, 2023

/s/ Michael A. Cibik
Michael A. Cibik (#23110)
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¹ Ramona D. Elliot, *Guidelines for United States Trustee Program (USTP) Enforcement Related to Bifurcated Chapter 7 Fee Agreements* (2022), <https://www.justice.gov/ust/page/file/1511976/download> (last visited December 6, 2022).